



Thomas F. Walsh
Partner

May 4, 2012

Via Overnight Courier and Email

Michelle Kerr
US EPA Region 5 Superfund Division
Remedial Project Manager
Attention of: SRF 6J
77 West Jackson Blvd.
Chicago, IL 60604

Re: Response to Section 104(e)(2) Information Request and General Notice Letter for the Chemetco Superfund Site in Hartford, Illinois

Dear Ms. Kerr:

Enclosed please find Rochester Computer Recycling & Recovery, LLC's response to the U.S. Environmental Protection Agency's November 30, 2011 combined Information Request and General Notice Letter for the Chemetco site in Hartford, Illinois.

The enclosed response includes separate answers for each question; the number of the question to which the response corresponds; and attachments of relevant documents, with the question number to which the attachment responds/responds.

Please contact me if you have any questions or would like to discuss the enclosed response further.

Very truly yours,

Thomas F. Walsh

Enclosure

cc: Michael J. Whyte, President, RCR&R

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois.

The number preceding each answer corresponds to the question in the above-referenced Information Request:

Answer to question #1:

- a) Rochester Computer Recycling & Recovery, LLC ("RCR&R")
- b) Michael J. Whyte – President
Rochester Computer Recycling & Recovery, LLC
7318 Victor Mendon Road
Victor, NY 14564
- c) Rochester Computer Recycling & Recovery, LLC is a domestic limited liability company registered in New York State. (See Attachment 1). Agent for service of process: Thomas F. Walsh, Hiscock & Barclay LLP
- d) None
- e) Rochester Computer Recycling & Recovery, LLC is a domestic limited liability company registered in New York State. (See Attachment 1). Agent for service of process: Thomas F. Walsh, Hiscock & Barclay LLP.
- f) N/A

Answer to question #2:

The majority of equipment sent to the Chemetco site under RCR&R's name originated from:

Texas Department of Criminal Justice
Wynne Computer Recovery Operations
Attn.: Bob Stoudt / Rodney Burton / Larry Winkelmann
P.O. Box 99
Huntsville, TX 77342-0099

RCR&R won an open bid from WYNN Computer Recovery Operations for used intact electronic equipment from the WYNN Computer Recovery Operations at the Huntsville, TX Prison facility. After Chemetco, Inc. offered the highest price to RCR&R for the used intact electronic equipment from the WYNN Computer Recovery Operations, RCR&R contracted with Chemetco from December 21, 2000 – March 22, 2001 to accept the electronic equipment for the reuse, repair, recovery, resale and/or recycling.

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As provided in the draft contract between Chemetco and RCR&R (Attachment 2), and correspondence related to the contract (Attachment 3), RCR&R sent whole and intact electronic products from WYNN Computer Recovery Operations at the Huntsville, TX Prison facility to the Chemetco facility in Hartford, Illinois, and Chemetco paid RCR&R an agreed upon price for each type of whole and intact electronic product. RCR&R believes that the computer equipment from WYNN Computer Recovery Operations shipped to the Chemetco facility was segregated at the point of delivery and most, if not all, of it was resold intact to Interco Trading, a computer equipment reseller, who then resold the computer equipment offsite for repair and reuse. RCR&R further believes that Interco Trading is owned by Rob Feldman, son-in-law of former owner of Chemetco, Inc., and that Interco Trading used the Chemetco facility to collect and resell computer equipment shipped there.

RCR&R was also paid an agreed upon price by Chemetco, Inc. for the electronic equipment, and the copper wire and intact circuit boards that were sent from the RCR&R's Rochester, New York facility to the Chemetco facility for copper and precious metals recovery. A spreadsheet containing a list of the shipments, the date of the shipments and the specific materials shipped by RCR&R to the Chemetco facility is attached (Attachment 4).

Answer to question #3:

RCR&R had no role, duties or involvement at the Chemetco Site, or for that matter, in the operations of Chemetco, Inc. RCR&R's sole involvement with the Chemetco Site was that it shipped electronic equipment, copper wire and intact circuit boards there for reuse, repair, resale, recovery and/or recycling.

Answer to question #4:

The nature and size of RCR&R's activities in relation to Chemetco did not change over time. RCR&R sent materials to the Chemetco facility for reuse, repair, recovery, resale and/or recycling from December 21, 2000 – March 22, 2001. (See Attachment #4).

Answer to question #5:

The price paid by Chemetco to RCR&R was based on the type of whole and intact products sent to Chemetco for reuse, repair, parts recovery, metals recovery, resale and/or recycling. See attached draft contract between Chemetco, Inc. and RCR&R (Attachment 2); see also correspondence from RCR&R, dated April 20, 2001, regarding the price of the whole and intact products, and payments owed to RCR&R by Chemetco, Inc. for products shipped to the Chemetco facility (Attachment 3). RCR&R did not control where waste sent to Chemetco, Inc. was ultimately processed/recycled.

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Answer to question #6:

RCR&R had whole, intact electronic equipment from the WYNN Computer Recovery Operations at the Huntsville, TX Prison facility shipped directly to the Chemetco facility in Hartford, Illinois. In addition, RCR&R had whole, intact electronic equipment and intact circuit boards and copper wire shipped from Rochester, NY directly to the Chemetco facility. RCR&R had all of these materials transported to the Chemetco facility via common carrier. See attached spreadsheet containing a list of the shipments, the date of the shipments and the materials shipped to the Chemetco facility (Attachment 4).

Answer to question #7:

All transactions between RCR&R and Chemetco were "outright sale." With respect to the monitors and other intact electronic products shipped to Chemetco, there was a verbal tolling agreement with regard to credits/debits for the quality of the monitors and other intact electronic products. (See Attachment 4)

Answer to question #8:

RCR&R did not have any influence over waste disposal or recycling activities at the Chemetco Site. RCR&R's sole involvement with the Chemetco facility was that it sold used, intact electronic products, and copper wire and intact circuit boards, to Chemetco, Inc. for reuse, repair, recovery, resale and/or recycling from December 21, 2000 – March 22, 2001.

Answer to question #9:

Material sent to the Chemetco site was never refused or returned to RCR&R, although less was paid to RCR&R by Chemetco, Inc. if the used electronic products, such as monitors, were of lower quality or off specification.

Answer to question #10:

As provided in Attachment 4, RCR&R shipped the following electronics materials to the Chemetco site (Interco Trading):

Whole & Intact Used Electronics for Reuse/Repair/Parts Recovery (954,384 lbs):
Computers, Servers, Monitors, Keyboards, Mice, Printers, Network (hubs,

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routers, switches), Tape Drives, Floppy Drives, CD Drives, Power Supplies, Typewriters (word processors).

Electronic Parts for recovery/recycling: Copper Wire (5,279 lbs), Circuit Boards (7,659 lbs)

- a) RCR&R shipped a total of 967,322 lbs of whole intact electronic products for reuse, repair, parts recovery, resale and/or recycling, and copper wire and intact circuit boards for copper and precious metals recovery, directly to the Chemetco site.
- b) The materials shipped to the Chemetco facility by RCR&R were not tested by RCR&R for hazardous waste purposes.
- c) Most, if not all, of the whole intact electronic equipment from WYNN Computer Recovery Operations was, as far as RCR&R knows, resold by Chemetco, Inc. to Interco Trading who then resold it offsite for reuse / repair and parts recovery. Precious metals were recovered from the circuit boards and copper was recovered from the copper wire.
- d) See attached spreadsheet of shipments (Attachment 4) and attached letter from RCR&R to Chemetco dated April 20, 2001 (Attachment 3).
- e) RCR&R sent materials to the Chemetco facility for reuse, repair, recovery, resale and recycling from December 21, 2000 – March 22, 2001 only. See attached spreadsheet of shipments (Attachment 4).

Answer to question #11:

- a) Markets existed for all whole intact electronic equipment that RCR&R shipped to the Chemetco facility (which RCR&R believes were then purchased and resold by Interco Trading) and for the recovered copper from the copper wire and the recovered precious metals from the circuit boards. In 2000/2001, the time that RCR&R shipped used electronic equipment to Chemetco, there was a substantial and lucrative worldwide reuse, repair, resale and parts recovery markets for used electronics. Computers, servers, monitors, keyboards, mice, printers, network (hubs, routers, switches), tape drives, floppy drives, CD drives, power supplies, typewriters (word processors) were being bought and sold both domestically and worldwide for reuse, repair and parts recovery. Copper wire and circuit board scrap, as well as the metals recovered from these materials, were, and still are, a valuable commodity worldwide.
- b) Computers, Servers, Monitors, Keyboards, Mice, Printers, Network (hubs, routers, switches), Tape Drives, Floppy Drives, CD Drives, Power Supplies-
Products for Reuse, Repair and parts Recovery - - Not Scrap Metal

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Circuit Boards – EM3 (Electronic Scrap Metals)

Copper Wire – No. 2 Copper Wire. See attached excerpt of ISRI Specifications (Attachment 5).

No materials were ever refused by the Chemetco facility. Therefore, there is nothing listed in response #9 and nothing further to describe.

- c) The intended disposition for the used intact electronic equipment was reuse, repair, resale and parts recovery. The intended disposition of the copper wire was recovery of the copper for reuse, and the intended disposition of the circuit boards was precious metals recovery and recycling. None of the material sent by RCR&R to the Chemetco facility was intended for burning as fuel, or for energy recovery, or incineration.
- d) Although all materials sent to the Chemetco facility were for reuse, repair, parts recovery, recovery of copper and precious metals, resale and/or recycling, RCR&R does not have any idea what portion was used as a feedstock for manufacturing of new saleable products.
- e) Yes. The copper from the wiring and/or the precious metals recovered from the circuit boards can be used in place of virgin materials. The used electronic equipment sent to Chemetco for reuse, repair, parts recovery, resale and/or recycling could be and was used in place of new equipment made with virgin materials.
- f) Yes. The copper and precious metals can be used to make products, which can then be used as a replacement for virgin raw materials. All the whole, intact used electronics could be and was used as a replacement for new electronic products that would otherwise be manufactured.
- g) No. RCR&R sent the copper wire and the circuit boards to Chemetco, who recovered/recycled the copper and precious metals.
- h) RCR&R operates a used electronics equipment collection and recovery operation. Most of the material sent to the Chemetco facility was whole intact electronic equipment from the WYNN Computer Recovery Operations computer recovery operation in Huntsville Texas and RCR&R's Rochester, New York facility. Copper wire and intact circuit boards, were also sent from RCR&R's Rochester, New York facility.

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Answer to question #12:

The copper wire sent to the Chemetco facility had other material(s) adhering to it. The copper wire had insulation on it when sent to Chemetco. The circuit boards did not have other material(s) adhering to it. The circuit boards were whole and intact (no batteries were ever included). The used electronics equipment from the WYNN Computer Recovery Operations computer recovery operation in Huntsville Texas was whole and intact with no other material(s) adhering to it.

Answer to question #13:

Yes, material sent to the Chemetco site included copper wire for copper recovery. RCR&R is unaware if copper wire was processed at the site or sold elsewhere. Wire insulation was not stripped by RCR&R prior to shipping to the Chemetco site, and RCR&R is unaware if insulation was stripped subsequent to acceptance of the material at the Chemetco site.

Answer to question #14:

The material shipped to the Chemetco Site was contained on pallets and in Gaylord boxes. The pallets and Gaylord boxes were packaged and shipped from the RCR&R Rochester facility and/or WYNN Computer Recovery Operations facility. The capacity of the Gaylord boxes is approximately 1 cubic yard with a weight range of 500-1000 lbs. The capacity of a pallet ranges from 1 to 2 cubic yards with a weight range of 500-2000 lbs of material.

No liquids of any kind were ever shipped by RCRR to the Chemetco site.

Answer to question #15:

RCR&R had several ongoing conversations with representative from Chemetco, Inc. (and Rob Feldman of Interco Trading) regarding the reuse market value of the used electronics equipment shipped to the Chemetco Site. Michael Whyte, the President of RCR&R, also visited the site in February 12, 2001 to meet with Rob Feldman and Shawn Wilson. See Attachment 6. He took a tour of Chemetco facility and saw the warehouse / storage facility where the used electronics were sent and consolidated prior to being resold by Chemetco, Inc. and/or Interco Trading. The used electronics products were sorted, palletized, shrink wrapped and organized in the warehouse. He also saw the furnace area where the copper and precious metals would be recovered from the copper wire and circuit boards.

Answer to question #16:

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- a) Shipments were sent by RCR&R to Chemetco only from December 21, 2000 – March 22, 2001. A total of 32 truckloads, with a total weight of 967,322 pounds, was sent to the Chemetco facility by RCR&R during this time. (See Attachment 4 spreadsheet, which provides information on all shipments sent by RCR&R to Chemetco, including the date, type of material, and the volume and weight of each type of material sent). Below is a summary of the shipments:

Year 2000 Shipments (December 21 – December 31) - 7 Truckloads

Computers- **69,823** lbs (~3,500 units)
Servers- **1,774** lbs (~ 20 units)
Monitors- **155,183** lbs (~5,972 units)
Keyboards- **5,655** lbs (~ 4,500 units)
Mice- **0** lbs
Printers- **1,442** lbs (~ 35 units)
Network (hubs, routers, switches) - **3,183** lbs (~ 300 units)
Tape Drives- **0** lbs
Floppy Drives- **0** lbs
CD Drives- **1,072** lbs (~2,100 units)
PC Power Supplies- **0 lbs**
Typewriters (word processors) - **0** lbs
PC Circuit Boards- **618** lbs
Copper Wire- **1,936** lbs

Year 2001 Shipments (January 1 – March 22) – 25 truck loads

Computers- **292,518** lbs (~ 14,500 units)
Servers- **4,301** lbs (~ 40 units)
Monitors- **340,282** lbs (~12,990 units)
Keyboards- **21,175** lbs (~16,500 units)
Mice- **480** lbs (~ 1,000 units)
Printers- **33,403** lbs (~830 units)
Network (hubs, routers, switches)-
Tape Drives- **3,837** lbs (~ 700 units)
Floppy Drives- **2,516.24** lbs (~ 5,000 units)
CD Drives- **0** lbs
PC Power Supplies- **5,272** lbs (~ 1700 units)
Typewriters (word processors) - **4,865** lbs (~ 250 units)
Circuit Boards- **7,041** lbs
Copper Wire- **3,343** lbs

- b) The intended disposition for the used electronics equipment was reuse, repair, resale and parts recovery. The intended disposition for the copper wire and circuit boards was recycling/recovery of copper and precious metals. There was no intention to burn any of these materials for fuel, for energy recovery or for incineration at the Chemetco facility, nor was there ever any discussion between

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RCR&R and Chemetco, Inc. that there would be incineration of the used electronic equipment and materials sent to the Chemetco facility by RCR&R. As a practical matter, the market value of the used electronic equipment, and the price paid by Chemetco to RCR&R, was too high for them to be burned as fuel or for energy recovery to be lucrative. The market value of the copper and precious metals in the copper wire and circuit boards was also too high for it to be lucrative to incinerate them.

Answer to question #17:

In addition to several telephone calls between Michael Whyte and representatives of Chemetco, Inc. discussing the value and disposition of the materials that RCR&R would ship to the Chemetco facility, Michael Whyte visited the Chemetco site on February 12, 2001 and personally met with Shawn Wilson and Rob Feldman, the operators of Chemetco, Inc. and Interco Trading. See Attachment 6. On the tour, they showed Michael Whyte the consolidation area for the electronic materials and discussed further the resale market for each type of material. The price negotiations between RCR&R and Chemetco were based on the value of each material on the resale market.

Answer to question #18:

RCR&R (Michael Whyte) had several conversations with representatives of Chemetco and Interco Trading regarding the disposition of the used electronic equipment, the copper wire and the circuit boards, which was to be shipped to the Chemetco facility for reuse, repair, resale, recovery and recycling. Michael Whyte also visited the Chemetco site, personally met with Rob Feldman and Shawn Wilson, and was given a tour of the Chemetco facility. See Attachment 6. On the tour, Rob Feldman and Shawn Wilson showed him the consolidation area for the used electronic equipment, where used electronic equipment was being sorted, wrapped and labeled for shipment offsite, and the parties discussed further the resale market for each. Michael Whyte was also shown the metals recovery area and furnace, which appeared to him to be clean and well operated.

Answer to question #19:

Whole & Intact Used Electronics for Reuse/Repair/Parts Recovery (954,384 lbs):

Electronic products that are sold for reuse are not considered to be discarded, and therefore, are not subject to the solid or hazardous waste regulations (i.e., they are still products). The used electronic equipment sent to the Chemetco facility by RCR&R was to be reused, repaired and/or resold. As discussed in the response to question 11(a), there was a very lucrative worldwide market for the used electronic equipment that RCR&R sent to the Chemetco facility, which is why Chemetco paid

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RCR&R the prices listed in the attached spreadsheet (Attachment 4) for each piece of equipment, and why RCR&R believes that most, if not all, of the electronic equipment was purchased by Interco Trading from Chemetco and resold offsite.

Electronic Parts for recovery/recycling: Copper Wire (5,279 lbs), Circuit Boards (7,659 lbs)

The copper wire and whole circuit boards were bought outright from RCR&R by Chemetco because of the resale market for the recovered metal. The copper wire and circuit boards that were shipped to the Chemetco facility by RCR&R for metals recovery met a commercial specification grade (see response to question 11(b)) and had value. There was, and still is, a lucrative domestic and international market for the copper and the precious metals recovered from the copper wire and the circuit boards. The recovered copper and precious metals can be made available for use as a feedstock and as a replacement for virgin copper and precious metals. RCR&R exercised reasonable care in determining whether Chemetco was in compliance with federal, state and local environmental laws, by having several conversations with Chemetco regarding the facility, the price to be paid for the material and Chemetco's operations, and ultimately, by going to the Chemetco facility for a site visit.

Answer to question #20:

RCRA specifically exempts from hazardous waste regulation scrap metal which is being recycled (40 CFR Section 261.6(a)(3)(ii)). Scrap metal that is intended to be reclaimed is exempt from Subtitle C regulation at the point of generation. RCR&R, therefore, did not need to manage as hazardous waste, scrap metal destined for reclamation at the Chemetco facility and did not need to hazardous waste manifest shipments of such material to the site.

The New York State Department of Environmental Conservation ("NYSDEC") also allows used electronic equipment to be exempted from management as hazardous waste if the following conditions are met:

1. Scrap metal must ultimately be recycled [6 NYCRR 371.1(g)(1)(iii)(b)]: The scrap metal exemption requires that scrap metal pieces actually be reclaimed from the electronic equipment and recycled, which the copper wire and circuit boards were.
2. Prior notification [6 NYCRR 371.1(c)(7)]: A "C-7 Notification for Used Electronics Collectors/Dismantlers/Recyclers" must be filed describing how the exemption is being met. Used electronic equipment collectors, dismantlers, and recyclers who use this hazardous scrap metal exemption are required to file the notification with New York State Department of Environmental Conservation (NYSDEC), prior to commencing operations, and to amend the notification if

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information provided on the notification changes. For used electronic equipment acquired from parties located in New York State for recycling, the NYSDEC would be supplied with company names and addresses of downstream vendors through the ultimate smelter(s), both for scrap metal and for cathode ray tubes (CRTs).

But such a notification is not required from New York State collectors, dismantlers, and recyclers that receive used electronic equipment from non-household entities, when the equipment is all working and will be sold or donated for reuse, such as the electronic equipment sent by RCR&R to Chemetco. Electronic products that are sold for reuse are not considered to be discarded, and thus, cannot be subject to the solid or hazardous waste regulations (i.e., they are still products).

On April 13, 2000, NYSDEC sent a letter to RCR&R regarding the Dismantler's and Recycler's of Used Electronics exemption and the C-7 notification requirement. (Attachment 7). On May 23, 2000, RCR&R filed a C-7 notification with the NYSDEC (Attachment 8), which was accepted by NYSDEC and RCR&R was placed on NYSDEC's list of Dismantler's and Recycler's of Used Electronics that fall under the hazardous scrap metal exemption (Attachment 9).

RCR&R was also R-2 and Rios certified on June 29, 2011 (Attachments 10 & 11). The R-2 and Rios programs are ISRI programs which certify electronics recyclers if they meet certain requirements. RCR&R was certified for Electronic Recycling, Collection, Material Recovery, De-manufacturing, Testing, Refurbishing, Remarketing, Asset Tracking, Data Security, Shredding and Baling.

Answer to question #21:

In 2000/2001, RCR&R did not have a RCRA ID Number issued by the EPA. RCR&R operated under the NYSDEC Scrap Metal Exemption discussed in the response to question #20. RCR&R obtained an EPA RCRA ID Number, was inspected by NYSDEC on November 27, 2009, and determined to be a conditionally exempt generator. (See Attachment 12). RCR&R now has EPA ID #: NYR00169862.

Answer to question #22:

RCR&R is not required to report under any environmental laws and regulations because of the type of business in which it is engaged. The RCR&R facility in Rochester, New York, is engaged in the following activities: collecting, dismantling, sorting, demanufacturing and reselling used electronic equipment. RCR&R had an audit completed by Environmental Resources Management ("ERM"), which found that, because of RCR&R's operations and the materials present on site, it is not required to report under either New York State or federal laws.

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Answer to question #23:

N/A See Answer to question #22. RCR&R is not required to report under state or federal laws.

Answer to question #24:

RCR&R believes that Rob Feldman of Interco Trading, which is a computer equipment reseller that was located on the Chemetco site at the time of RCR&R's shipments, has information and/or records showing the exact disposition of the used electronics equipment shipped to Chemetco facility by RCR&R from the WYNN Computer Recovery Operations at the Huntsville, TX Prison facility between December 21, 2000 and March 22, 2001.

RCR&R believes that sales records from Interco Trading would show the final destination of used electronic equipment received from RCR&R, and prove that most, if not all, of the equipment was resold offsite and not processed at the Site.

Answer to question #25:

RCR&R cannot locate a fully executed original of its contract with Chemetco, Inc., and has, therefore, attached a copy of an unsigned version of that contract which RCR&R believes accurately reflects the terms and conditions of the executed original. Chemetco, Inc. likely has a fully executed original. (see Attachment 2).


Answer to question #26:

Mike Whyte, President of RCR&R and Thomas F. Walsh, Esq., RCR&R's attorney assisted in the preparation of these answers.

Response of Rochester Computer Recycling & Recovery, LLC
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Certification

I certify under penalty of law that this document and all enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

A handwritten signature in black ink, appearing to read "Michael J. Whyte", is written over a horizontal line.

Michael J. Whyte
President

Rochester Computer Recycling & Recovery, LLC

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #1

This Attachment Corresponds to the Following Answer Numbers:

1(c)

1(e)

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through May 1, 2012.

Selected Entity Name: ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC

Selected Entity Status Information

Current Entity Name: ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC

Initial DOS Filing Date: FEBRUARY 28, 1997

County: CHEMUNG

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC

7318 VICTOR MENDON ROAD

VICTOR, NEW YORK, 14564

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

| # of Shares | Type of Stock | \$ Value per Share |
|-------------|---------------|--------------------|
|-------------|---------------|--------------------|

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

| Filing Date | Name Type | Entity Name |
|--------------------|------------------|--|
| FEB 28, 1997 | Actual | ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC |

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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ATTACHMENT #2

This Attachment Corresponds to the Answers to the Following Question Numbers:

2
5
25

Affiliate Agreement

This Affiliate Agreement is made this 11th day of December 2000 by and between Rochester Computer Recycling & Recovery, LLC~~New York~~ (the "Company") and Chemetco, Inc (the "Affiliate").

The Company is engaged in the business of Environmentally Sound Computer Recycling Services and Electronic Scrap Collection & Processing, Electronic Scrap Procurement, Asset Management and Disposing of Used and Surplus Information Technology and Telephony Equipment, and desires to engage the Affiliate in furtherance of that business.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. PURPOSE - The Company engages the Affiliate for the purposes of performing Environmentally Sound Electronic Scrap Collection & Processing and Electronic Scrap Procurement for the Company and the Company's Clients.
2. TERM - This Agreement shall continue in full force and effect for the period of one year, but may be terminated by either party for any reason, upon 45 days written notice to the other, Certified Mail, Return Receipt Requested.
3. COMPENSATION - For the Purpose and Services performed hereunder the Company shall receive compensation directly from the Affiliate as outlined in the attached addendum.
4. RELATIONSHIP OF PARTIES - Nothing contained in this Agreement shall be construed to constitute the Affiliate as a partner, joint venturer, principle, or employee of the Company, it being intended the Affiliate is an independent contractor responsible for its own actions.
5. NON-SOLICITATION OF THE COMPANY'S CLIENTS - During the term of this Agreement and for a period of FIVE (5) years following the termination of this Agreement, the Affiliate agrees not to solicit, for Purposes described in paragraph 1 above, the Company's Clients without the prior written consent of The Company.
6. ASSIGNMENT - This Agreement may not be assigned by the Affiliate without the prior written consent of The Company. The Company expressly reserves the right to assign all or part of this Agreement.
7. COST OF ENFORCEMENT - In the event it becomes necessary for either party to institute any action against the other party in connection with this Agreement, the successful party shall be entitled to recover reasonable attorney's fees as may be allowed by the court.
8. WAIVER - The waiver by either party of any breach or default hereunder by the other party shall not be construed as a waiver by the former party of any subsequent breach or default of the same or any other provision hereunder.
9. CONFIDENTIALITY AND NONDISCLOSURE - The Company and Affiliate agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed

to any third person without the express consent of the other party. The terms and conditions of this Agreement are confidential. The confidentiality obligations of this Section shall not apply to any information or development: i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; ii) which is already known to the receiving party before disclosure by the disclosing party; iii) which is developed through the independent efforts of the receiving party; or iv) which the receiving party rightfully receives from third parties without restriction as to use

10. SEVERABILITY - If any provision hereof is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the other provisions hereof shall nevertheless remain in full force and effect.
11. The parties obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including, by way of illustration only and not limitation, those in the clauses CONFIDENTIALITY AND NON-DISCLOSURE AND SOLICITATION OF THE COMPANY'S CLIENT, shall survive termination, cancellation or expiration of this Agreement as per the written terms of this Agreement.
12. INDEMNITY - The Affiliate hereby agrees to indemnify and hold harmless The Company from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of The Affiliate's activities under this Agreement.
13. JURISDICTION - This Agreement shall be governed by and construed in accordance with the laws of the State of New York~~Nebraska~~, without resort to such State's conflict-of-law rules or statutes.
14. FORCE MAJURE - Each party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to acts of God, governmental authority, delays in transportation or any other cause beyond its reasonable control. The party asserting privileges under the provisions of this section shall give the other party prompt notice in writing of the occurrence of any such cause.
15. GENERAL - This Agreement contains the entire agreement of The Company and the Affiliate. No prior representations, inducements, promises, negotiations or Agreements, oral or otherwise, not contained herein shall be of any force or effect.

INTENDING TO BE LEGALLY BOUND, the parties have signed the Affiliate Agreement as of the first above written date.

For Chemetco, Inc.

For RCR&R:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum

For each pound of Computer and/or electronic scrap collected by Chemetco, Inc under this Affiliate Agreement and/or under the direction of Rochester Computer Recycling & Recovery, LLC, Chemetco, Inc agrees to compensate Rochester Computer Recycling and Recovery, LLC according to the following schedule:

| | |
|--|-------------------|
| Mixed Circuit Board Scrap (PC & Mainframe) | \$1.30 per pound |
| Computers (PC, MAC) | \$0.20 per pound |
| Monitors (monochrome, CGA, EGA, Terminals) | \$0.00 per pound |
| Monitors (>14", SVGA, VGA, MAC, No Screen Burn, No Scratch) | \$6.00 per unit |
| Monitors (17" or Greater SVGA, VGA, MAC, No Screen Burn, No Scratch) Value at time of pick-up | Current Market |
| Printers (Dot Matrix, Line, Laser) | \$0.035 per pound |
| Keyboards | \$0.015 per pound |
| Mainframe Tape Drives | \$0.10 per pound |
| Mainframe Systems | \$0.10 per pound |
| Monitor Glass | \$0.00 per pound |
| Mixed Wire & Cable | \$0.20 per pound |
| High Voltage / Power Supply | \$0.09 per pound |
| Mixed Hard Drives/Floppy/CD | \$0.25 per pound |

****The above pricing is FOB Rochester, NY and/or FOB Client Dock****

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #3

This Attachment Corresponds to the Answers to the Following Question Numbers:

5

10(d)



**Rochester Computer
Recycling & Recovery**

395 Central Avenue
Rochester, NY 14605
716-546-6620 Fax: 716-546-6624
www.rochestercomputer.com

Friday, May 04, 2012

Robert Feldman
CHEMETCO
3576 Chemetco Lane
P.O. Box 8
Hartford, IL 62048

Dear Robert:

As I mentioned in our telephone conversation on 4/9/01, I have not been receiving load data on a regular basis since our relationship began in mid December 2000. I finally received data on the last two outstanding loads (2/2/01, 3/22/01) late last week. Now that I have all the data, I thought that I would summarize the scrap categories for your review. Perhaps you can find additional value and room for reconsideration.

| <u>TEXAS LOADS:</u> | <u>Chemetco Reported (lbs.)</u> | | <u>WYNN Reported *Net of skid weight</u> | |
|----------------------------|--|--|---|-------------|
| Computers | 315,241 | 41.79% | 318,468 | 41.64% |
| Color Monitors | 158,277 | 20.98% | 264,730 | 34.62% |
| Off-Spec Monitors | 239,272 | 31.72% | 136,219 | 17.81% |
| Keyboards | 25,983 | 3.44% | 29,717 | 3.89% |
| Printers | 8,393 | 1.11% | 7,509 | 0.98% |
| Other (Drives) | 7,263 | 0.96% | 8,085 | 1.06% |
| TOTAL | 754,429 | 100% | 764,728 | 100% |
| | \$92,942.63 | Chemetco Payout | | |
| | \$.123 | Ave. Payout per/lb at current monitor mix (40% color/ 60% B&W) | | |
| | 29,413 | Ave weight per load using WYNN Shipped weight (26 loads) | | |
| | 80,995 lbs. | "Overage" Off-Spec Monitor | | |
| | 3,240 units | "Overage" Off-Spec Monitors (25 lbs/per unit) | | |

| <u>ROCHESTER LOADS:</u> | <u>Chemetco Reported (lbs.)</u> | | <u>Rochester Shipped *Net of skid weight</u> | |
|--------------------------------|--|--|---|-------------|
| Computers | 50,218 | 22.6% | 53,526 | 21.8% |
| Color Monitors | 33,302 | 15.0% | 35,089 | 14.3% |
| Off-Spec Monitors | 77,544 | 34.9% | 83,241 | 34.0% |
| Printers | 30,940 | 13.9% | 32,074 | 13.1% |
| Mainframe Scrap | 5,813 | 2.6% | 5,320 | 2.2% |
| Circuit Board Scrap | 3,243 | 1.5% | 3,955 | 1.6% |
| Wire | 5,295 | 2.4% | 5,391 | 2.2% |
| Other (Drives, Keybrds) | 15,953 | 7.2% | 26,501 | 10.8% |
| TOTAL | 222,308 | 100% | 245,097 | 100% |
| | \$24,266.85 | Chemetco Payout | | |
| | \$.109 | Ave. Payout per/lb | | |
| | 40,850 | Ave weight per load using Rochester Shipped weight (6 loads) | | |
| | 44,242 lbs. | "Overage" Off-Spec Monitor ** | | |
| | 1,770 Units | "Overage" Off-Spec Monitors (25 lbs/per unit) ** | | |

**The 50/50 rule did not apply to the Rochester volume because we knew up front that we had more off-spec units than color units. Shawn said the off spec monitors were to be "worked into the loads".

Receivables & Payables

| | |
|---|---------------------------|
| Chemetco Calculated Payout on Texas Loads | \$92,942.63 |
| Chemetco Paid to Date | -\$32,334.95 |
| OUTSTANDING BALANCE ON TEXAS LOADS | <u>\$60,607.68</u> |
| | |
| Chemetco Calculated Payout on Rochester Loads | \$24,266.85 |
| <u>Material Unaccounted for by Chemetco:</u> | |
| Hard Drives 3698 lbs on 2/2/01 | \$924.50 |
| Tape Drives 1034 lbs on 2/2/01 | \$103.40 |
| Circuit Boards 644 lbs on 2/22/01 | \$869.40 |
| Power Supplies 3944 lbs on 2/22/01 | \$354.96 |
| Chemetco Paid to Date | -\$14,889.40 |
| OUTSTANDING BALANCE ON ROCHESTER LOADS | <u>\$11,629.71</u> |
| TOTAL OUTSTANDING BALANCE | <u>\$72,237.39</u> |
| | |
| <u>Back Charge for Off Spec Monitors:</u> | |
| Texas 3,240 units X \$1.75 (\$.07/lb) | -\$5,670.00 |
| Rochester 1,770 Units X \$1.75 | -\$3,097.50 |
| | |
| ADJUSTED BALANCE NOW PAYABLE | <u>\$63,469.89</u> |

Robert, as discussed in our telephone conversation last week, I am offering \$1.75 per monitor because Unicor in Elkton Ohio currently processes "off-spec" monitors for us at \$1.00 each. My shipping cost from Hartford, IL would be about \$.75 per monitor.

Other points to consider:

- ◆ When we started this relationship, we never discussed a back charge being assessed if the ratio of color vs. off spec exceeded 50%. A \$7 back charge is inconsistent with our agreement.
- ◆ The current ratio is at 60/40 and only 2.7 loads away from our agreed upon 50/50 mix.
- ◆ The 50/50 rule was not supposed to apply to Rochester loads.
- ◆ We lost recognition of a large quantity of color monitors due to poor packaging in Texas, not malicious wrong doing. We addressed this situation as soon as we were notified.
- ◆ The contract with Texas has only been going for about 3 1/2 months and is scheduled to last 24 months. We have plenty of time to correct the ratio.
- ◆ I specifically told Shawn that Texas was backlogged with off-spec monitors and the contract would start out with a less desirable mix.
- ◆ I offered to stop sending monitors to Chemetco and to continue sending the more desirable PC scrap.

Rochester computer has not received a payment from Chemetco since February 12th and we agreed to 10-day payment terms. Please forward the adjusted balance shown above as soon as possible. We both need to put this behind us.

Mike Whyte

General Manager

Cc: Richard Holtzman, John Manser, Joe Marris

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #4

This Attachment Corresponds to the Answers to the Following Question Numbers:

2
6
7
10
10(d)
10(e)
16(a)
19

3:10 PM
04/22/12
Accrual Basis

Regional Computer Recycling & Recovery
Sales by Customer Detail
January 1999 through December 2004

| Chemetco | Type | Date | Num | Memo | Name | Item | Monitor Qty (units) | Qty (lbs) | Sales Price | Amount |
|----------|-------------|------------|------------|--|----------------|-----------------------------|---------------------|------------|-------------|-----------|
| | | | | | | | | | | |
| | Invoice | 02/22/2001 | 332170RC | Monitors | Monitor | Chemetco RCRR | 821 | 24,615.00 | 0.00 | 0.00 |
| | Invoice | 12/21/2000 | 20003686 | CD Drives, 1 skid | CD Drives | Chemetco RCRR | | 1,022.00 | 0.25 | 255.50 |
| | Invoice | 03/22/2001 | 124019 | CD-ROM Drives | CD Drives | Chemetco Scrap:Scrap-Broker | | 0.00 | 0.25 | 0.00 |
| | Invoice | 01/10/2001 | 20003730RC | Circuit Board, 2 skids | Circuit Boards | Chemetco RCRR | | 1,136.00 | 1.35 | 1,533.60 |
| | Invoice | 02/22/2001 | 332170RC | Circuit Boards | Circuit Boards | Chemetco RCRR | | 644.00 | 1.35 | 869.40 |
| | Invoice | 12/21/2000 | 20003686 | Computers, 15 skids | Computers | Chemetco RCRR | | 19,034.00 | 0.20 | 3,806.80 |
| | Invoice | 01/10/2001 | 20003730RC | Computers, 5 skids | Computers | Chemetco RCRR | | 8,405.00 | 0.20 | 1,681.00 |
| | Invoice | 02/02/2001 | 123124RC | Computers, 8 skids | Computers | Chemetco RCRR | | 8,219.00 | 0.20 | 1,643.80 |
| | Invoice | 03/09/2001 | 123960RC | Computers, 9 skids | Computers | Chemetco RCRR | | 10,309.00 | 0.20 | 2,061.80 |
| | Invoice | 02/22/2001 | 332170RC | Computers | Computers | Chemetco RCRR | | 2,412.00 | 0.20 | 482.40 |
| | Credit Memo | 03/16/2001 | 123994 | Credit for weight differences, invoice #20003666, 12/15/00 | Computers | Chemetco Scrap:Scrap-Broker | | -1,445.00 | 0.20 | -289.00 |
| | Credit Memo | 03/16/2001 | 123994 | Credit for weight differences, invoice #20003676, 12/19/00 | Monitors | Chemetco Scrap:Scrap-Broker | -108 | -3,243.75 | 6.00 | -648.75 |
| | Credit Memo | 03/16/2001 | 123994 | Credit for weight differences, invoice #20003680, 12/20/00 | Monitors | Chemetco Scrap:Scrap-Broker | -673 | -20,190.00 | 6.00 | -4,036.16 |
| | Credit Memo | 03/16/2001 | 123993RC | Credit for weight differences, invoice #20003686, 12/21/00 | Monitors | Chemetco RCRR | -60 | -1,800.00 | 6.00 | -360.36 |
| | Credit Memo | 03/16/2001 | 123994 | Credit for weight differences, invoice #20003695, 12/28/00 | Monitors | Chemetco Scrap:Scrap-Broker | -171 | -5,130.00 | 6.00 | -1,025.48 |
| | Credit Memo | 03/16/2001 | 123994 | Credit for weight differences, invoice #20003696, 12/29/00 | Monitors | Chemetco Scrap:Scrap-Broker | -361 | -10,830.00 | 6.00 | -2,165.84 |
| | Invoice | 03/09/2001 | 123960RC | Drives, 2 skids | Floppy Drives | Chemetco RCRR | | 1,500.24 | 0.25 | 375.06 |
| | Invoice | 01/09/2001 | 20003728 | Floppy Drives | Floppy Drives | Chemetco Scrap:Scrap-Broker | | 1,016.00 | 0.25 | 254.00 |
| | Invoice | 02/02/2001 | 123124RC | Hard Drives, 4 skids | Circuit Boards | Chemetco RCRR | | 3,698.00 | 0.25 | 924.50 |
| | Invoice | 02/22/2001 | 332170RC | Hi Grade Cricuit Boards | Circuit Boards | Chemetco RCRR | | 1,563.00 | 1.35 | 2,110.05 |
| | Invoice | 12/20/2000 | 20003680 | Keyboards | Keyboards | Chemetco RCRR | | 308.00 | 0.02 | 6.16 |
| | Invoice | 12/29/2000 | 20003696 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 5,347.00 | 0.02 | 106.94 |
| | Invoice | 01/09/2001 | 20003727 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 5,088.00 | 0.02 | 101.76 |
| | Invoice | 01/09/2001 | 20003728 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 5,181.00 | 0.02 | 103.62 |
| | Invoice | 01/18/2001 | 20003754 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 3,520.00 | 0.02 | 70.40 |
| | Invoice | 01/26/2001 | 20003775 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 2,656.00 | 0.02 | 53.12 |
| | Invoice | 02/07/2001 | 123143 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 500.00 | 0.02 | 10.00 |
| | Invoice | 02/15/2001 | 123870 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 1,789.00 | 0.02 | 35.78 |
| | Invoice | 02/20/2001 | 123890 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 863.00 | 0.02 | 17.26 |
| | Invoice | 02/22/2001 | 332170RC | Keyboards | Keyboards | Chemetco Scrap | | 1,469.00 | 0.02 | 29.38 |
| | Invoice | 02/23/2001 | 123901a | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 0.00 | 0.02 | 0.00 |
| | Invoice | 03/22/2001 | 124019 | Keyboards | Keyboards | Chemetco Scrap:Scrap-Broker | | 1,578.00 | 0.03 | 47.34 |
| | Invoice | 01/10/2001 | 20003730RC | Keyboards, 3 skids | Keyboards | Chemetco Scrap | | 1,582.00 | 0.02 | 31.64 |
| | Invoice | 02/02/2001 | 123124RC | Keyboards, 4 skids | Keyboards | Chemetco Scrap | | 2,272.00 | 0.02 | 45.44 |

3:10 PM
04/22/12
Accrual Basis

Regional Computer Recycling & Recovery
Sales by Customer Detail
January 1999 through December 2004

| Type | Date | Num | Memo | Name | Item | Qty (units) | Qty (lbs) | Sales Price | Amount |
|---------|------------|----------|--|-----------|-----------------------------|-------------|-----------|-------------|----------|
| Invoice | 03/09/2001 | 123960RC | Keyboards, 4 skids | Keyboards | Chemetco Scrap | | 2,330.00 | 0.02 | 46.60 |
| Invoice | 02/22/2001 | 332170RC | Main Frame | Mainframe | Chemetco Scrap | | 1,041.00 | 0.10 | 104.10 |
| Invoice | 02/02/2001 | 123122 | Mainframe | Mainframe | Chemetco Scrap:Scrap-Broker | | 582.00 | 0.10 | 58.20 |
| Invoice | 12/21/2000 | 20003686 | Mainframe Equipment, 3 skids | Mainframe | Chemetco Scrap | | 1,774.00 | 0.10 | 177.40 |
| Invoice | 02/02/2001 | 123124RC | Mainframe, 4 skids | Mainframe | Chemetco Scrap | | 2,678.00 | 0.15 | 401.70 |
| Invoice | 01/09/2001 | 20003727 | Mice | Mice | Chemetco Scrap:Scrap-Broker | | 0.00 | 0.02 | 0.00 |
| Invoice | 02/02/2001 | 123121 | Mice | Mice | Chemetco Scrap:Scrap-Broker | | 80.00 | 0.02 | 1.60 |
| Invoice | 03/22/2001 | 124019 | Mice | Mice | Chemetco Scrap:Scrap-Broker | | 400.00 | 0.02 | 8.00 |
| Invoice | 12/14/2000 | 20003659 | Monitor Reuse - 21 skids - 19,038 lbs. | Monitor | Chemetco Scrap | 626 | 19,038.00 | 6.00 | 3,756.00 |
| Invoice | 12/21/2000 | 20003686 | Monitor Reuse - 8 skids - 7474 lbs. | Monitor | Chemetco Scrap | 252 | 7,474.00 | 6.00 | 1,512.00 |
| Invoice | 01/09/2001 | 20003727 | Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 196 | 5,880.00 | 6.00 | 1,176.00 |
| Invoice | 01/09/2001 | 20003728 | Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 320 | 320.00 | 6.00 | 1,920.00 |
| Invoice | 01/17/2001 | 20003741 | Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 707 | 21,210.00 | 6.00 | 4,242.00 |
| Invoice | 01/18/2001 | 20003754 | Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 216 | 6,480.00 | 6.00 | 1,296.00 |
| Invoice | 02/07/2001 | 123143 | Monitors 11,424 lbs., est. 457 | Monitor | Chemetco Scrap:Scrap-Broker | 457 | 11,424.00 | 6.00 | 2,742.00 |
| Invoice | 12/29/2000 | 20003696 | Monitors 14,195 lbs, est. 568 | Monitor | Chemetco Scrap:Scrap-Broker | 568 | 14,195.00 | 6.00 | 3,408.00 |
| Invoice | 02/20/2001 | 123888 | Monitors 17094 lbs, est.684 | Monitor | Chemetco Scrap:Scrap-Broker | 684 | 17,094.00 | 6.00 | 4,104.00 |
| Invoice | 02/15/2001 | 123870 | Monitors 17172.6 lbs., est.687 | Monitor | Chemetco Scrap:Scrap-Broker | 687 | 17,173.00 | 6.00 | 4,122.00 |
| Invoice | 02/02/2001 | 123121 | Monitors 2000 lbs. | Monitor | Chemetco Scrap:Scrap-Broker | 80 | 2,000.00 | 6.00 | 480.00 |
| Invoice | 12/20/2000 | 20003680 | Monitors 24,883 lbs, est. 996 | Monitor | Chemetco Scrap:Scrap-Broker | 996 | 24,883.00 | 6.00 | 5,976.00 |
| Invoice | 01/31/2001 | 123120 | Monitors 3000 lbs. | Monitor | Chemetco Scrap:Scrap-Broker | 120 | 3,000.00 | 6.00 | 720.00 |
| Invoice | 02/02/2001 | 123123 | Monitors 8850 lbs. | Monitor | Chemetco Scrap:Scrap-Broker | 295 | 8,850.00 | 6.00 | 1,770.00 |
| Invoice | 01/26/2001 | 20003775 | Monitors 7775 lbs. | Monitor | Chemetco Scrap:Scrap-Broker | 311 | 7,775.00 | 6.00 | 1,866.00 |
| Invoice | 01/03/2001 | 20003714 | Monitors 9,490 lbs | Monitor | Chemetco Scrap:Scrap-Broker | 201 | 9,490.00 | 6.00 | 1,206.00 |
| Invoice | 03/09/2001 | 123959 | Monitors 9243 lbs, est 370 | Monitor | Chemetco Scrap:Scrap-Broker | 370 | 9,243.00 | 0.00 | 0.00 |
| Invoice | 02/23/2001 | 123901a | Monitors 10597 lbs est.371 | Monitor | Chemetco Scrap:Scrap-Broker | 371 | 10,597.00 | 0.00 | 0.00 |
| Invoice | 03/22/2001 | 124017 | Monitors, 15563 lbs, est. 623 | Monitor | Chemetco Scrap:Scrap-Broker | 623 | 15,563.00 | 0.00 | 0.00 |
| Invoice | 03/22/2001 | 124018 | Monitors, 3966 lbs, est 159 | Monitor | Chemetco Scrap:Scrap-Broker | 159 | 3,966.00 | 0.00 | 0.00 |
| Invoice | 02/02/2001 | 123122 | Monitors, 9900 lbs. | Monitor | Chemetco Scrap:Scrap-Broker | 330 | 9,900.00 | 6.00 | 1,980.00 |
| Invoice | 12/19/2000 | 20003676 | Monitors, Color 28,808 lbs, est. 1153 | Monitor | Chemetco Scrap:Scrap-Broker | 1153 | 28,808.00 | 6.00 | 6,918.00 |
| Invoice | 12/28/2000 | 20003695 | Monitors, Color 7,784 lbs, est. 312 | Monitor | Chemetco Scrap:Scrap-Broker | 312 | 7,784.00 | 6.00 | 1,872.00 |
| Invoice | 12/28/2000 | 20003695 | Monitors, Mono 17,727 lbs, est 710 | Monitor | Chemetco Scrap:Scrap-Broker | 710 | 17,727.00 | 0.00 | 0.00 |
| Invoice | 12/19/2000 | 20003676 | Monitors, Mono 706 lbs, est 29 | Monitor | Chemetco Scrap:Scrap-Broker | 29 | 706.00 | 0.00 | 0.00 |
| Invoice | 01/03/2001 | 20003714 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 694 | 20,826.00 | 0.00 | 0.00 |
| Invoice | 01/09/2001 | 20003727 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 325 | 9,744.00 | 0.00 | 0.00 |
| Invoice | 01/09/2001 | 20003728 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 369 | 11,078.00 | 0.00 | 0.00 |

3:10 PM
04/22/12
Accrual Basis

Regional Computer Recycling & Recovery
Sales by Customer Detail
January 1999 through December 2004

| Type | Date | Num | Memo | Name | Item | Qty (units) | Qty (lbs) | Sales Price | Amount |
|---------|------------|----------|--|----------------|-----------------------------|-------------|-----------|-------------|----------|
| Invoice | 01/17/2001 | 20003741 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 258 | 7,739.00 | 0.00 | 0.00 |
| Invoice | 01/18/2001 | 20003754 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 557 | 16,722.00 | 0.00 | 0.00 |
| Invoice | 01/26/2001 | 20003775 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 379 | 11,364.00 | 0.00 | 0.00 |
| Invoice | 01/31/2001 | 123120 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 11 | 322.00 | 0.00 | 0.00 |
| Invoice | 02/02/2001 | 123121 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 57 | 1,720.00 | 0.00 | 0.00 |
| Invoice | 02/02/2001 | 123122 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 30 | 900.00 | 0.00 | 0.00 |
| Invoice | 02/02/2001 | 123123 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 132 | 3,965.00 | 0.00 | 0.00 |
| Invoice | 02/07/2001 | 123143 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 434 | 13,011.00 | 0.00 | 0.00 |
| Invoice | 02/15/2001 | 123870 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 761 | 22,824.00 | 0.00 | 0.00 |
| Invoice | 02/20/2001 | 123888 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 559 | 16,755.00 | 0.00 | 0.00 |
| Invoice | 03/21/2001 | 124008 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 774 | 23,217.00 | 0.00 | 0.00 |
| Invoice | 03/22/2001 | 124019 | Mono Monitors | Monitor | Chemetco Scrap:Scrap-Broker | 582 | 17,473.00 | 0.00 | 0.00 |
| Invoice | 12/29/2000 | 20003696 | Mono Monitors 4,078 lbs, est 164 | Monitor | Chemetco Scrap:Scrap-Broker | 164 | 4,078.00 | 0.00 | 0.00 |
| Invoice | 12/20/2000 | 20003680 | Mono Monitors 6,152 lbs, est. 247 | Monitor | Chemetco Scrap:Scrap-Broker | 247 | 6,152.00 | 0.00 | 0.00 |
| Invoice | 12/21/2000 | 20003686 | Motherboard, Acc, 1skid | Circuit Boards | Chemetco Scrap | | 618.00 | 1.30 | 803.40 |
| Invoice | 12/21/2000 | 20003686 | Network Equipment, 3 skids | Network | Chemetco Scrap | | 3,183.00 | 0.20 | 636.60 |
| Invoice | 02/07/2001 | 123143 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 18,405.00 | 0.20 | 3,681.00 |
| Invoice | 02/13/2001 | 123872 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 30,922.00 | 0.20 | 6,184.40 |
| Invoice | 02/15/2001 | 123870 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 3,036.00 | 0.20 | 607.20 |
| Invoice | 02/20/2001 | 123888 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 3,385.00 | 0.20 | 677.00 |
| Invoice | 02/20/2001 | 123890 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 32,818.00 | 0.20 | 6,563.60 |
| Invoice | 02/23/2001 | 123901a | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 985.00 | 0.20 | 197.00 |
| Invoice | 03/09/2001 | 123959 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 19,931.00 | 0.20 | 3,986.20 |
| Invoice | 03/22/2001 | 124017 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 14,232.00 | 0.20 | 2,846.40 |
| Invoice | 03/22/2001 | 124018 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 26,688.00 | 0.20 | 5,337.60 |
| Invoice | 03/22/2001 | 124019 | Personal Computers | Computers | Chemetco Scrap:Scrap-Broker | | 262.00 | 0.20 | 52.40 |
| Invoice | 12/15/2000 | 20003666 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 42,323.00 | 0.20 | 8,464.60 |
| Invoice | 12/29/2000 | 20003696 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 8,466.00 | 0.20 | 1,693.20 |
| Invoice | 01/09/2001 | 20003727 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 4,221.00 | 0.20 | 844.20 |
| Invoice | 01/09/2001 | 20003728 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 1,312.00 | 0.20 | 262.40 |
| Invoice | 01/17/2001 | 20003741 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 1,187.00 | 0.20 | 237.40 |
| Invoice | 01/18/2001 | 20003754 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 2,099.00 | 0.20 | 419.80 |
| Invoice | 01/26/2001 | 20003775 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 5,182.00 | 0.20 | 1,036.40 |
| Invoice | 01/31/2001 | 123120 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 25,900.00 | 0.20 | 5,180.00 |
| Invoice | 02/02/2001 | 123121 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 31,225.00 | 0.20 | 6,245.00 |
| Invoice | 02/02/2001 | 123122 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 21,645.00 | 0.20 | 4,329.00 |

3:10 PM
04/22/12
Accrual Basis

Regional Computer Recycling & Recovery
Sales by Customer Detail
January 1999 through December 2004

| Type | Date | Num | Memo | Name | Item | Qty (units) | Qty (lbs) | Sales Price | Amount |
|----------------|------------|------------|--|----------------|-----------------------------|-------------|-------------------|-------------|-------------------|
| Invoice | 02/02/2001 | 123123 | Personal Computers, various makes & models | Computers | Chemetco Scrap:Scrap-Broker | | 21,183.00 | 0.20 | 4,236.60 |
| Invoice | 01/26/2001 | 20003775 | Power Supplies | Power Supplies | Chemetco Scrap:Scrap-Broker | | 591.00 | 0.09 | 53.19 |
| Invoice | 02/22/2001 | 332170RC | Power Supply | Power Supplies | Chemetco Scrap | | 3,944.00 | 0.09 | 354.96 |
| Invoice | 03/09/2001 | 123960RC | Power Supply, 1 skid | Power Supplies | Chemetco Scrap | | 737.00 | 0.09 | 66.33 |
| Invoice | 01/09/2001 | 20003728 | Printers | Printers | Chemetco Scrap:Scrap-Broker | | 520.00 | 0.035 | 18.20 |
| Invoice | 02/22/2001 | 332170RC | Printers | Printers | Chemetco Scrap | | 4,840.00 | 0.02 | 96.80 |
| Invoice | 02/23/2001 | 123901a | Printers | Printers | Chemetco Scrap:Scrap-Broker | | 3,008.00 | 0.03 | 90.24 |
| Invoice | 03/09/2001 | 123960RC | Printers, 10 skids | Printers | Chemetco Scrap | | 10,016.00 | 0.03 | 300.48 |
| Invoice | 12/21/2000 | 20003686 | Printers, 2 skids | Printers | Chemetco Scrap | | 1,442.00 | 0.035 | 50.47 |
| Invoice | 01/10/2001 | 20003730RC | Printers, 7 skids | Printers | Chemetco Scrap | | 7,808.00 | 0.035 | 273.28 |
| Invoice | 02/02/2001 | 123124RC | Printers, 7 skids | Printers | Chemetco Scrap | | 7,211.00 | 0.035 | 252.39 |
| Invoice | 01/10/2001 | 20003730RC | Reuse Monitors, 1 skid, 990 lbs. | Monitor | Chemetco Scrap | 36 | 990.00 | 6.00 | 216.00 |
| Invoice | 02/02/2001 | 123124RC | Reuse Monitors, 7 skids, 7,014 lbs. | Monitor | Chemetco Scrap | 231 | 7,014.00 | 6.00 | 1,386.00 |
| Invoice | 12/14/2000 | 20003659 | Scrap Monitors - 23 skids - 19,026 lbs. | Monitor | Chemetco Scrap | 716 | 19,026.00 | 0.00 | 0.00 |
| Invoice | 12/21/2000 | 20003686 | Scrap Monitors - 7 skids - 5312 lbs. | Monitor | Chemetco Scrap | 199 | 5,312.00 | 0.00 | 0.00 |
| Invoice | 03/09/2001 | 123960RC | Scrap Monitors, 16 skids | Monitor | Chemetco Scrap | 460 | 13,814.00 | 0.00 | 0.00 |
| Invoice | 01/10/2001 | 20003730RC | Scrap Monitors, 21 skids | Monitor | Chemetco Scrap | 555 | 16,646.00 | 0.00 | 0.00 |
| Invoice | 02/02/2001 | 123124RC | Scrap Monitors, 8 skids | Monitor | Chemetco Scrap | 144 | 4,333.00 | 0.00 | 0.00 |
| Invoice | 01/18/2001 | 20003754 | Tape Drives | Tape Drives | Chemetco Scrap:Scrap-Broker | | 0.00 | 0.10 | 0.00 |
| Invoice | 02/23/2001 | 123901a | Tape Drives | Tape Drives | Chemetco Scrap:Scrap-Broker | | 752.00 | 0.25 | 188.00 |
| Invoice | 03/22/2001 | 124019 | Tape Drives | Tape Drives | Chemetco Scrap:Scrap-Broker | | 2,051.00 | 0.10 | 205.10 |
| Invoice | 02/02/2001 | 123124RC | Tape Drives, 3 skids | Tape Drives | Chemetco Scrap | | 1,034.00 | 0.10 | 103.40 |
| Invoice | 01/09/2001 | 20003727 | Typewriters | Typewriters | Chemetco Scrap:Scrap-Broker | | 1,164.00 | 0.035 | 40.74 |
| Invoice | 02/23/2001 | 123901a | Typewriters | Typewriters | Chemetco Scrap:Scrap-Broker | | 0.00 | 0.035 | 0.00 |
| Invoice | 03/09/2001 | 123959 | Typewriters | Typewriters | Chemetco Scrap:Scrap-Broker | | 444.00 | 0.03 | 13.32 |
| Invoice | 03/22/2001 | 124018 | Typewriters | Typewriters | Chemetco Scrap:Scrap-Broker | | 2,168.00 | 0.03 | 65.04 |
| Invoice | 03/22/2001 | 124019 | Typewriters | Typewriters | Chemetco Scrap:Scrap-Broker | | 1,089.00 | 0.03 | 32.67 |
| Invoice | 02/22/2001 | 332170RC | Wire | Wire | Chemetco Scrap | | 929.00 | 0.20 | 185.80 |
| Invoice | 01/10/2001 | 20003730RC | Wire, 1 skid | Wire | Chemetco Scrap | | 675.00 | 0.20 | 135.00 |
| Invoice | 03/09/2001 | 123960RC | Wire, 1 skid | Wire | Chemetco Scrap | | 596.00 | 0.20 | 119.20 |
| Invoice | 02/02/2001 | 123124RC | Wire, 2 skids | Wire | Chemetco Scrap | | 1,143.00 | 0.20 | 228.60 |
| Invoice | 12/21/2000 | 20003686 | Wire, 3 skids | Wire | Chemetco Scrap | | 1,936.00 | 0.20 | 387.20 |
| Total Chemetco | | | | | | | <u>990,883.49</u> | | <u>129,378.57</u> |
| | | | | | | | <u>990,883.49</u> | | <u>129,378.57</u> |

**Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois**

ATTACHMENT #5

This Attachment Corresponds to the Answers to the Following Question Numbers:

11(b)

Scrap Specifications Circular 2012

| | |
|--|-----------|
| Rules Governing the Procedures for the Addition, Amendment, or Withdrawal of Specifications | 3 |
| Nonferrous Scrap: NF-2012..... | 4 |
| Red Metals | 4 |
| Aluminum..... | 7 |
| Zinc | 10 |
| Magnesium | 11 |
| Lead..... | 11 |
| Nickel/Stainless/Hi Temp..... | 12 |
| Mixed Metals | 13 |
| Other | 13 |
| Ferrous Scrap: FS-2012 | 16 |
| Electric Furnace Casting and Foundry Grades | 17 |
| Specially Processed Grades | 19 |
| Cast Iron Grades | 19 |
| Special Boring Grades | 19 |
| Steel From Scrap Tires..... | 19 |
| Railroad Ferrous Scrap | 20 |
| Glass Cullet: GC-2012 | 22 |
| Paper Stock: PS-2012 Domestic Transactions..... | 24 |
| Glossary of Paper Stock Terms..... | 30 |
| Paper Stock: PS-2012 Export Transactions | 31 |
| Plastic Scrap: P-2012 | 37 |
| Guidelines for Electronics Scrap: ES-2012 | 40 |
| Guidelines for Tire Scrap TS-2012 | 47 |
| Guidelines for Metals Transactions | 49 |
| ISRI Arbitration Service | 53 |

Guidelines for
Nonferrous Scrap
Ferrous Scrap
Glass Cullet
Paper Stock
Plastic Scrap
Electronics Scrap
Tire Scrap

EFFECTIVE 1/19/2012



Institute of
Scrap Recycling
Industries, Inc.

1615 L St. N.W., Suite 600
Washington, DC 20036-5664
Tel. 202/662-8500
Fax 202/626-0900
www.isri.org

Guidelines for Nonferrous Scrap: NF-2012

Note: When the individual scrap grades in this Circular, denoted by the various code words, are used, an agreement between parties is also bound by the terms of "Apple" as it appears below, unless the terms and conditions of a specific contract provide otherwise, in which case the specific contractual provisions shall govern.

CODE ITEM

Apple Nonferrous Terms

- a. Delivery of more or less of the specified quantity up to 3 percent is permissible.
- b. A ton shall be understood to be 2,000 pounds, unless otherwise specified.
- c. If any portion of the goods covered by a contract are unshipped or undelivered within the time specified in a contract, then that portion is subject to cancellation by the buyer and/or the buyer has the right to hold the seller responsible for substantiated damages.
If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.
- d. If for any portion of a contract the buyer fails in a timely manner to open a Letter of Credit and/or fails to provide proper conveyance and/or shipping instructions as specified in the contract, then that portion is subject to cancellation by the seller and/or the seller has the right to hold the buyer responsible for substantiated damages.
If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.
- e. If a significant weight or quality difference is apparent, the seller should be notified promptly and, if requested, another weight or quality determination should be taken. Seller and/or buyer should be given the opportunity to appoint an independent surveyor or a representative to verify weights and/or quality.
For purposes of this section, the meaning of the word "significant" shall be determined by agreement between buyer and seller, depending on the commodities and their values.
- f. If it is mutually determined that goods delivered do not conform to the description specified in the contract, then the shipment is subject to rejection or downgrade.
Disposition of, replacement of, and/or financial adjustment for rejected material shall be subject to mutual agreement between buyer and seller. Seller is responsible for freight costs.
Buyer is expected, however, to exert every effort to limit rejections only to that portion of the ship-

CODE ITEM

ment which is unsortable and to return the rejected portion promptly upon request, if government regulations permit.

RED METALS

Barley No. 1 COPPER WIRE

Shall consist of No. 1 bare, uncoated, unalloyed copper wire, not smaller than No. 16 B & S wire gauge. Green copper wire and hydraulically compacted material to be subject to agreement between buyer and seller.

Berry No. 1 COPPER WIRE

Shall consist of clean, untinned, uncoated, unalloyed copper wire and cable, not smaller than No. 16 B & S wire gauge, free of burnt wire which is brittle. Hydraulically briquetted copper subject to agreement.

Birch No. 2 COPPER WIRE

Shall consist of miscellaneous, unalloyed copper wire having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper wire; brass and bronze wire; excessive oil content, iron, and non-metallics; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Candy No. 1 HEAVY COPPER

Shall consist of clean, unalloyed, uncoated copper clippings, punchings, bus bars, commutator segments, and wire not less than 1/16 of an inch thick, free of burnt wire which is brittle; but may include clean copper tubing. Hydraulically briquetted copper subject to agreement.

Cliff No. 2 COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper scrap; brasses and bronzes; excessive oil content, iron and non-metallics; copper tubing with other than copper connections or with sediment; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Clove No. 1 COPPER WIRE NODULES

Shall consist of No. 1 bare, uncoated, unalloyed copper wire scrap nodules, chopped or shredded, free of tin, lead, zinc, aluminum, iron, other metallic impuri-

CODE ITEM

ties, insulation, and other foreign contamination. Minimum copper 99%. Gauge smaller than No. 16 B & S wire and hydraulically compacted material subject to agreement between buyer and seller.

Cobra No. 2 COPPER WIRE NODULES

Shall consist of No. 2 unalloyed copper wire scrap nodules, chopped or shredded, minimum 97% copper. Maximum metal impurities not to exceed 0.50% aluminum and 1% each of other metals or insulation. Hydraulically compacted material subject to agreement between buyer and seller.

Cocoa COPPER WIRE NODULES

Shall consist of unalloyed copper wire scrap nodules, chopped or shredded, minimum 99% copper. Shall be free of excessive insulation and other non-metallics. Maximum metal impurities as follows:

| | | | |
|----------|------|----------|------|
| Aluminum | .05% | Antimony | .01% |
| Tin | .25% | Iron | .05% |
| Nickel | .05% | | |

Hydraulically compacted material subject to agreement between buyer and seller.

Dream LIGHT COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 92% copper content (minimum 88%) as determined by electrolytic assay and shall consist of sheet copper, gutters, downspouts, kettles, boilers, and similar scrap. Should be free of the following: Burnt hair wire; copper clad; plating racks; grindings; copper wire from burning, containing insulation; radiators and fire extinguishers; refrigerator units; electrotype shells; screening; excessively leaded, tinned, soldered scrap; brasses and bronzes; excessive oil, iron and non-metallics; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement. Any items excluded in this grade are also excluded in the higher grades above.

Drink REFINERY BRASS

Shall contain a minimum of 61.3% copper and maximum 5% iron and to consist of brass and bronze solids and turnings, and alloyed and contaminated copper scrap. Shall be free of insulated wire, grindings, electrotype shells and non-metallics. Hydraulically briquetted material subject to agreement.

Drove COPPER-BEARING SCRAP

Shall consist of miscellaneous copper-containing skimmings, grindings, ashes, iron brass and copper, residues and slags. Shall be free of insulated wires; copper chlorides; unprepared tangled material; large motors; pyrophoric material; asbestos brake linings; furnace bottoms; high lead materials; graphite crucibles; and noxious and explosive materials. Fine powdered material by agreement. Hydraulically briquetted material subject to agreement.

Druid INSULATED COPPER WIRE SCRAP

Shall consist of copper wire scrap with various types of insulation. To be sold on a sample or recovery basis, subject to agreement between buyer and seller.

CODE ITEM**Ebony COMPOSITION OR RED BRASS**

Shall consist of red brass scrap, valves, machinery bearings and other machinery parts, including miscellaneous castings made of copper, tin, zinc, and/or lead. Shall be free of semi-red brass castings (78% to 81% copper); railroad car boxes and other similar high-lead alloys; cocks and faucets; closed water meters; gates; pot pieces; ingots and burned brass; aluminum, silicon, and manganese bronzes; iron and non-metallics. No piece to measure more than 12" over any one part or weigh over 100 lbs. Heavier pieces acceptable upon mutual agreement between buyer and seller.

Eland HIGH GRADE-LOW LEAD BRONZE/BRASS SOLIDS

It is recommended these materials be sold by analysis.

Elder GENUINE BABBITT-LINED BRASS BUSHINGS

Shall consist of red brass bushings and bearings from automobiles and other machinery, shall contain not less than 12% high tin-base babbitt, and shall be free of iron-backed bearings.

Elias HIGH LEAD BRONZE SOLIDS AND BORINGS

It is recommended that these materials be sold on sample or analysis.

Enerv RED BRASS COMPOSITION TURNINGS

Shall consist of turnings from red brass composition material and should be sold subject to sample or analysis.

Engel MACHINERY OR HARD BRASS SOLIDS

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6% nor more than 11%, and total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%. Shall be free of lined and unlined standard red car boxes.

Erin MACHINERY OR HARD BRASS BORINGS

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6% nor more than 11%, and the total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%.

Fence UNLINED STANDARD RED CAR BOXES (CLEAN JOURNALS)

Shall consist of standard unlined and/or sweated railroad boxes and unlined and/or sweated car journal bearings, free of yellow boxes and iron-backed boxes.

Ferry LINED STANDARD RED CAR BOXES (LINED JOURNALS)

Shall consist of standard babbitt-lined railroad boxes and/or babbitt-lined car journal bearings, free of yellow boxes and iron-backed boxes.

Grape COCKS AND FAUCETS

Shall consist of mixed clean red and yellow brass, including chrome or nickel-plated, free of gas cocks, beer faucets, and aluminum and zinc base die cast material, and to contain a minimum of 35% semi-red.

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #6

This Attachment Corresponds to the Answers to the Following Question Numbers:

15
17
18



Rochester Computer
Recycling & Recovery
395 Central Avenue,
Rochester, NY 14605
www.rochestercomputer.com

Date: 2/9/2001

To: CHEMETCO
Shawn Wilson
Phone: 800-444-5564
Fax: 618-254-7502

From: RCR&R
Mike Whyte
Phone: 716-546-6620
Fax: 716-546-6624

Site Visit
Monday
2/12/01

Pages: 2

Subject: Itinerary

Hey Shawn:

Attached is my itinerary for Sunday evening. As you can see, I'm flying out of Buffalo on US AIR flight 571 at 4:00 PM. I'll arrive in St Louis on US Air flight 485 at 6:36 PM. Can you please call me with the phone number or location for the Holiday Inn so I can make a reservation?

It is my understanding that Texas has pickups scheduled for Monday and Tuesday. The Monday load will be free of monitors. The Tuesday pickup will include monitors because he is running out of space.

I am unable to cut him off with this short of notice. We need to run with this load on Tuesday... I'm confident that we will work out the problems.

Looking forward to seeing you again.

**Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois**

ATTACHMENT #7

This Attachment Corresponds to the Answers to the Following Question Numbers:



APR 13 2000

To: Dismantlers and Recyclers of Used Electronics:

This letter is being distributed to firms that have been identified as dismantlers or recyclers of used computer equipment and other used electronics. Because some items (e.g., monitors¹) typically qualify as "hazardous waste" under DEC's "RCRA" hazardous waste regulations, for your information, we have described below various exemptions that are available when those items will be recycled. Also noted are cases where used electronics may also be exempt from regulation as solid wastes.

Scrap Metal Exemption

Most discarded electronics which would qualify as RCRA hazardous waste (e.g., monitors) are considered to contain sufficient quantities of scrap metal parts that they can be regarded as scrap metal themselves², and, thus, would be exempted from regulation as hazardous waste if the following conditions are met:

- prior notification [6NYCRR 371.1(c)(7)]: If the generator is not a conditionally exempt small quantity generator (CESQG), both the generator and subsequent handlers in New York State are required to submit a "c7" notification to DEC³, giving certain basic information, such as the locations of generating and receiving facilities. Although written concurrence from DEC is not required, one will be provided upon request (provided the electronics item, in fact, qualifies for the exemption).
- scrap metal must ultimately be recycled: The scrap metal exemption requires that scrap metal pieces actually be reclaimed from the hazardous electronics and recycled.

Note that the scrap metal exemption cannot apply to a part separated from the whole component unless that separated part independently contains scrap metal pieces that will ultimately be reclaimed. For example, an all-plastic case that was separated from a computer monitor could no longer qualify for the scrap metal exemption.⁴ Nor could CRT glass, once the scrap metal pieces have been separated from the glass.⁵ Note also that an item which qualifies as hazardous scrap metal is still a hazardous waste. It is merely exempted from regulation.



Household Waste Exclusion of 371.1(e)(2)(i)

Electronics from household use (e.g., home computers, home televisions) are excluded from being a hazardous waste, even if they fail the TC/TCLP test. Their status can only change if they are still usable and are marketed for non-household use. Then, when discarded by the new owner, they would not be household waste.

Reselling and Repair of Units

Electronic products that are directly resold or even donated for continued use are not considered to be discarded, and, thus, cannot be subject to the solid or hazardous waste regulations (i.e., they are still products).

Nonworking electronic products that are serviced by repair shops and then returned *to the user* are not considered to be wastes, but all other nonworking electronic products must be managed as wastes.

If these nonworking electronic products are dismantled and some individual parts (e.g., disk drives) are found to be operative *and these parts are to be reused or marketed for reuse*, such parts are considered to be products reclaimed from waste and, therefore, no longer solid or hazardous waste. Any unusable components removed from the products as part of a repair process must be managed by the repair shop as “ordinary” solid or hazardous waste, unless they qualify for the scrap metal exemption.

“Processed” Scrap Metal Exclusion [371.1(e)(1)(xiii)]

This exclusion applies to scrap metal pieces which have been physically processed (e.g., sorted, shredded, baled, crushed). This exclusion is not the same as the 371.1(g)(1)(iii)(b) scrap metal exemption discussed above, but it too requires that the scrap metal be recycled⁶ and that a “c7” prior notification be submitted to DEC.

These are the various exemptions available under DEC’s “RCRA” hazardous waste regulations. Under our Part 360 non-hazardous “solid waste” regulations, please note that dismantlers and recyclers of used electronics are required to be in compliance with 6NYCRR 360-12.1(c), which requires an annual “waste fluids” report.

Please contact the Bureau of Hazardous Waste Management at (518) 485-8988 if you have any questions.

Sincerely,



Stephen Hammond, P.E.
Director
Division of Solid & Hazardous Materials

Enclosure

¹Monitors typically fail the "TCLP" laboratory test due to the presence of high concentrations of lead in the cathode ray tube (CRT) glass. Other discarded electronics may also "fail" the TCLP test due, for example, to the possible presence of lead- or silver-bearing solders.

²Analogous to automobiles being discarded as "scrap metal," even though a substantial quantity of non-metals are present. Also, a 1992 EPA policy considers printed circuit boards to be scrap metal (unless certain batteries and certain mercury-containing switches/relays are present on the boards). Consistent with the 1992 policy, we also regard separated "bare" cathode ray tubes (CRTs) as "scrap metal." If the individual scrap metal pieces within the CRTs are ultimately reclaimed, these bare CRTs qualify for the scrap metal exemption, at least until the scrap metal pieces are separated from the glass.

³A "generic" notification form for scrap metal is enclosed. These C7 notifications should be sent to: Technical Determination Section, NYSDEC, Room 452, 50 Wolf Road, Albany, NY 12233-7251. Note that a generator must submit the notification if it is necessary to claim the scrap metal exemption in order to be considered a CESQG (see 6NYCRR 371.1(b)(3)(i) and 371.1(g)(1)(iii)(b)).

⁴However, because the plastic is unlikely to fail the TC/TCLP and would, therefore, not be a hazardous waste, not having the scrap metal exemption apply would be of no consequence.

⁵As discussed in footnote 2, intact bare CRTs are considered to meet the definition of scrap metal.

⁶Note that transporters of scrap metal (both processed and un-processed types) are not required to have a Part 364 Waste Transporter permit [364.1(e)(2)(vi)].

SAMPLE "C7" NOTIFICATION FOR RECYCLERS:

Re: Scrap metal recycling exemption - notice of use by [Dismantler/Recycler name and address]

Please be advised that [Dismantler/Recycler name and address] intends to use the scrap metal exemption of 6NYCRR 371.1(g)(1)(iii)('b') for certain used computer monitors, keyboards, and central processing units received from its customers. This facility will dismantle the electronics items when received, with scrap metal pieces obtained during the dismantling routed to [scrap metal recycler name and address]. For outgoing scrap metal shipments, this facility intends to use the processed scrap metal exclusion of 371.1(e)(1)(xiii).

Please contact the undersigned at [Dismantler/Recycler phone number] if you have any questions.

Sincerely,

<signed>

[Dismantler/Recycler Representative name and title]

Mail completed notification form to DEC at this address:

Technical Determination Section
NYS Department of Environmental Conservation
Room 452
50 Wolf Road
Albany, New York 12233-7251
(Phone: 518/485-8988)

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #8

This Attachment Corresponds to the Answers to the Following Question Numbers:



395 Central Avenue • Rochester, NY 14605 • Phone: (716) 546-6620 • Fax: (716) 546-6624
www.RochesterComputer.com

(Copy)
7/24/01

1 - Bill - A.A. NJ
2 - Mark - file with
used electronics recyclers

Send updated
C-7 to Katie

Technical Determination Section
NYS Department of Environmental Conservation
Room 452
50 Wolf Road
Albany, New York 12233-7251
(Phone: 518/485-8988)

May 23, 2000

Re: "C7" Scrap metal recycling exemption -
Notice of use by Rochester Computer Recycling & Recovery

Please be advised that **Rochester Computer Recycling & Recovery**, 395 Central Avenue, Rochester, NY 14605 intends to use the scrap metal exemption of 6N-YCRR 371.1 (g)(1)(iii)(b) for certain used computer monitors, keyboards, and central processing units received from its customers. This facility will dismantle the electronics items when received, with scrap metal pieces obtained during the dismantling routed to:

- Ben Weitsman & Son, Inc - 15 W. Main St Owego, NY 13827
- UNICOR (Ohio Correctional Facility) - 8730 Scroggs Rd Elkton, OH 44415
- Beacon Management Inc - 5849 Smithway St Commerce, CA 90040

The 3 companies listed above are considered to be part of our proprietary recycling process and must be kept confidential.

For outgoing scrap metal shipments, this facility intends to use the processed scrap metal exclusion of 371.1(e)(1)(xiii).

Please contact the undersigned at 716-546-6620 if you have any questions.

5/30/01
Best available
copy

SPECIALISTS

**Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois**

ATTACHMENT #9

This Attachment Corresponds to the Answers to the Following Question Numbers:

X. Dismantlers and Recyclers of Used Electronics

The following list of dismantlers and recyclers has been compiled as a public service, but please note that inclusion in the list does not constitute an endorsement or approval by, DEC, or provide any assurances with regard to the quality of services provided or the facility's environmental compliance history.

Waste Management Recycling Products, Inc.

Attn: Peter Muscanelli

510 Hudson Street

Schenectady, New York 12308

518-377-9900

www.electronicrecycler.com

Absolute Recycling, Inc.

Attn: Joseph Nacca

475 Elm Street

P.O. Box 26184

West Haven, Connecticut 06516

203-932-2422

EnviroCycle, Inc.

Route 81, Exit 68

P.O. Box 899

Hallstead, PA 18822

800-711-6010

www.enviroinc.com

Rochester Computer Recovery and Recycling

395 Central Avenue

Rochester, New York 14605

716-546-6620

www.rochestercomputer.com

DMC Electronics

16 Swanscott Street

P.O. Box 146

Newfields, New Hampshire 03856

800-347-5560

www.dmcrecycling.com

6/8/00 8:45a
Post-It™ brand fax transmittal memo 7671 # of pages 1

| | |
|--|--|
| To CHAS MCKERNAN | From BILL YEMAN |
| Co. (Charles: | Co. NYSDEC |
| Dept. also, please note | Phone # 5184858988 |
| Fax # that received 2 notifications from RCRP | Fax # as promised in my fax of 4/24 |

dated 5/23 and 5/25 (John)

Asset Management and Control, Inc.
Attn: Nick Magliato
51 Riverview
Marlboro, New York
914-236-6650

Electronic Resource Recovery
260 Little Britain Road
Newburgh, New York 12550
914-561-1900

P&T Surplus
Attn: Tim Smythe
198 Abcel Street
Kingston, New York 12401
914-338-6191

Smith-Henneke Corporation
83 Vincent Street
Kingston, New York 12401
914-338-8333

Aarwin, Inc.
461 E. Clinton Street
Elmira, New York 14901
888-765-4325
www.aarwin.com

Global Recycling Technologies
Attn: Amy Peltonian
218 Canton Street
Stoughton, Massachusetts 02072
781-341-6080
www.grtonline.com

Industrial Recycling Services
Attn: Lauren Roman
170 Flanders-Drakestown Road
Flanders, New Jersey 07836
973-584-8859

International Business Machines
Endicott, New York
800-334-9693 (press 2: product end-of-life management)

Monmouth Wire and Computer Recycling, Inc.
3230 Shafto Road
Tinton Falls, New Jersey 07723
732-922-3320
www.computerreclamation.com

Salesco Systems
5736 W. Jefferson Street
Phoenix, Arizona 85043
800-368-9095

Wade Environmental Industries
Attn: Andrew Wade
293 Jackson Road
Atco, New Jersey 08004
609-767-2760

Gifts-In-Kind International
333 North Fairfax Street
Alexandria, Virginia 22314
703-836-2121

Per Scholas, Inc.
890 Garrison Avenue
Bronx, New York 10454
718-292-2300

Dlubak Glass Company
11567 County Highway 110
Upper Sandusky, Ohio 43351
419-294-4466
www.dlubakglassrecycling.com
(note: monitors only)

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #10

This Attachment Corresponds to the Answers to the Following Question Numbers:



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has assessed
the Environmental, Health and Safety Management System of:*

Regional Computer Recycling & Recovery
7318 Victor Mendon Road, Victor, NY 14564 United States

*(Hereinafter called the Organization) and hereby declares that the Organization has been
audited by an ISO 17021 accredited certification body in conformance with applicable
ANAB requirements and is found to be in conformance with all requirements of the*

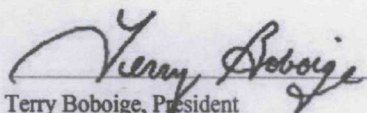
Responsible Recycling® (R2) Rev. 10/2008

This Registration is in respect to the following scope of supply:

**Electronic Recycling, Collection, Material Recovery,
De-Manufacturing, Testing, Refurbishing, Remarketing,
Asset Tracking, Data Security, Shredding and Baling**

*Such products shall be manufactured by the Organization at, or such processes or services shall be offered at or
from, only the address given above. This Registration is granted subject to the system rules governing the
Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe
and comply with the said rules.*

For PJR:


Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48064
(248) 358-3388



PERRY JOHNSON
REGISTRARS, INC.

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
June 29, 2011

Expiration Date:
June 28, 2014

Certificate No.:
C2011-01650

**Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois**

ATTACHMENT #11

This Attachment Corresponds to the Answers to the Following Question Numbers:



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has assessed the Quality Management System of:

Regional Computer Recycling & Recovery
7318 Victor Mendon Road Victor, NY 14564 United States

*(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:*

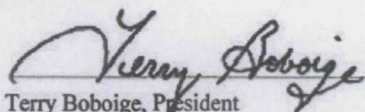
Recycling Industry Operating Standard Rev. 3/2006

This Registration is in respect to the following scope of supply:

**Electronic Recycling, Collection, Material Recovery,
De-Manufacturing, Testing, Refurbishing, Remarketing,
Asset Tracking, Data Security, Shredding and Baling**

Such products shall be manufactured by the Organization at, or such processes or services shall be offered at or from, only the address given above. This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

For PJR:


Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388



RIOS
RECYCLING INDUSTRY
OPERATING STANDARD®



The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
June 29, 2011

Expiration Date:
June 28, 2014

Certificate No.:
C2011-01649

Response of Rochester Computer Recycling & Recovery, LLC
To USEPA's Section 104(e) Information Request Dated November 30, 2011
Regarding the Chemetco Superfund Site in Hartford, Illinois

ATTACHMENT #12

This Attachment Corresponds to the Answers to the Following Question Numbers:

New York State Department of Environmental Conservation

Division of Solid and Hazardous Materials, Region 8

6274 East Avon-Lima Road, Avon, New York, 14414-9516

Phone: (585) 226-2466 • Fax: (585) 226-5470

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

November 27, 2009

Mr. Mike Whyte
President
RCR&R Regional Computer Recycling & Recovery
7318 Victor-Mendon Road
Victor, NY 14564

Dear Mr. Whyte:

RE: Hazardous Waste Compliance Inspection Date: 11/12/2009
Location of Handler: Same as Above
EPA Identification No.: NYR000169862

In order to determine compliance with the New York State hazardous waste regulations, the New York State Department of Environmental Conservation conducted an inspection of your facility on the above referenced date.

As a result of that inspection, we believe that your facility is operating as a conditionally exempt generator of hazardous waste.

No violations of the New York State hazardous waste regulations were observed by the inspector on the inspection date referenced above.

Please be advised that your facility is under the continuing obligation to comply with all the applicable State and federal regulations regarding the management of hazardous waste.

Please note that this letter in no way addresses any liability you may have for any regulatory fees and hazardous waste special assessment fees. A copy of the inspection report is not enclosed, but if you would like to review a copy, please contact me at 585-226-5415. Thank you for your cooperation.

Sincerely,

Michael Khalil, P.E.
Environmental Engineer
Division of Solid & Hazardous Materials

MK:jmp

cc: Bruce Knapp, NYSDEC - Albany 7251
New York State Health Department